STATE OF ARIZONA CERTIFICATE OF INSURANCE

STATE AGENCY/DEPT.:

SPECIAL EVENT NAME AND LOCATION:

| PRODUCER | | | | COMPANIES AFFORDING COVERAGE | | | | | |
|---|---|---------------|----------------------------|--|-----------------------------------|--|--|--|--|
| | | | | Α | | | | | |
| INSURED | | | | В | | | | | |
| | | | | С | | | | | |
| | | | | D | | | | | |
| THIS IS | THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. | | | | | | | | |
| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFE DATE (MM/DD | | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | (,000) | | |
| | GENERAL LIABILITY [COMMERCIAL GENERAL LIABILITY COCURRENCE [OWNER'S & CONTRACTOR'S PROT. [PER PROJECT PRODUCT/COMPLETED OPERATIONS | (· | | | | GENERAL AGGREGATE PRODUCTS-COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE(ANY ONE FIRE) MED.EXPENSE(ANY ONE PERSON) | 2,000 1,000 1,000 1,000 50 | | |
| | AUTOMOBILE LIABILITY [JANY AUTO [JALL OWNED AUTOS [SCHEDULED AUTOS [HIRED AUTOS [NON-OWNED AUTOS [GARAGE LIABILITY [] | | | | | COMBINED SINGLE LIMIT BODILY INJURY (PER PERSON) BODILY INJURY (PER ACCIDENT) PROPERTY DAMAGE | 1,000 | | |
| | EXCESS LIABILITY []UMBRELLA FORM []OTHER THAN UMBRELLA FORM | | | | | EACH OCCURRENCE AGGREGATE | | | |
| | WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY | | | | | STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE | 500, 500, 1,000 | | |
| | OTHER: | | | | | | | | |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS: EVENT NAME: DESCRIPTION OF EVENT: The State of Arizona its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Sponsor, including its artists, architects / engineers, construction contractors, vendors, and automobiles owned, leased, hired or borrowed by the Sponsor. It is agreed that coverage(s) afforded under the policies certified in this certificate shall be primary and any insurance or self-insurance program carried by the State or any of its agencies, boards, departments or commissions shall be excess and not contributory insurance to that provided by the named insured. Waiver of subrogation applies. It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the State without fifteen (15) days written notice to the State. This certificate is not valid unless countersigned by an authorized representative of the insurance company. | | | | | | | | | |
| CERTIFICATE HOLDER / ADDITIONAL INSURED | | | | AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY | | | | | |
| | STATE OF ARIZONA, | | | | | | | | |
| ARIZONA DEPARTMENT OF ADMINISTRATION, | | | | | | | | | |
| OFFICE OF SPECIAL EVENTS | | | | | | | | | |
| 100 N. 15 th Avenue, Suite 202 | | | | | | | | | |
| PHOENIX, AZ 85007 | | | SIGNATURE Date: | | | | | | |
| | | | | | | | | | |

RMD COI(9/1/93)

II B. INSURANCE REQUIREMENTS

Sponsor(s) and Vendors shall procure and maintain until all of their obligations have been discharged insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the agreement hereunder by the Sponsor(s), his agents, representatives, employees or Vendors.

The *insurance requirements* herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Sponsor(s) and Vendors from liabilities that might arise out of the performance of the work under this Agreement by the Sponsor(s), his agents, representatives, employees or Vendors and Sponsor(s) and Vendors is free to purchase additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Sponsor(s) and Vendors shall provide coverage with limits of liability not less than those stated below. BLANKET ENDORSEMENTS ARE ACCEPTED.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability.

| • | General Aggregate | \$2,000,000 |
|---|--|-------------|
| • | Products – Completed Operations Aggregate | \$1,000,000 |
| • | Personal and Advertising Injury | \$1,000,000 |
| • | Each Occurrence | \$1,000,000 |
| • | Fire Damage (Any one fire) | \$ 50,000 |
| • | Blanket Contractual Liability – Written and Oral | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Sponsor and /or its artists, architects/engineers, construction contractors, and vendors."
- b. Policy shall contain a waiver of subrogation against the State of Arizona its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by the Contractor.
- c. Insurance shall be primary and noncontributory.

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL)

\$1,000,000

The policy shall be endorsed to include the following additional insured language: "The State of Arizona its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Sponsor, including its artists, architect/engineers, construction contractors, and vendors, and automobiles owned, leased, hired or borrowed by the Sponsor."

3. Worker's Compensation and Employers' Liability

| Workers' Compensation | Statutory | |
|-------------------------|-------------|--|
| Employers' Liability | | |
| Each Accident | \$ 500,000 | |
| Disease – Each Employee | \$ 500,000 | |
| Disease – Policy Limit | \$1,000,000 | |

a. Policy shall contain a waiver of subrogation against the State of Arizona its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by the Contractor.

- b. This requirement shall not apply to: Separately, EACH Sponsor or Co-Sponsor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.
- B. <u>ADDITIONAL INSURANCE REQUIREMENTS:</u> The policies shall include, or be endorsed to include the following provisions:
 - 1. The State of Arizona its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be an additional insured to the full limits of liability purchased by the Sponsor even if those limits of liability are in excess of those required by this Agreement.
 - 2. The Sponsor's insurance coverage shall be primary insurance with respect to all other available sources.
 - 3. Coverage provided by the Sponsor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after fifteen (15) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department Representative's Name & Address) and shall be sent by certified mail, return receipt requested.
- D. <u>ACCEPTABILITY OF INSURERS:</u> Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than A VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Sponsor from potential insurer insolvency.
- E. <u>VERIFICATION OF COVERAGE:</u> Sponsor(s) shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract.

All certificates required by this Agreement shall be sent directly to (State of Arizona Department Representative's Name and Address). The State of Arizona and Special Event Name and description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

- F. <u>VENDORS:</u> Sponsors' certificate(s) shall include all Vendors as insured under its policies **or** Sponsor(s) shall furnish to the State of Arizona separate certificates and endorsements for each Vendor. All coverage(s) for Vendors shall be subject to the minimum requirements identified above.
- G. <u>APPROVAL:</u> Any modification or variation from the *insurance requirements* in this Agreement shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In The event the Sponsor(s) are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the Sponsor(s) or Vendor(s) are a State of Arizona agency, board, commission, or university then none of the above shall apply.